

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED BULK CARRIERS
INTERNATIONAL L.D.A.

Plaintiff,

-against-

NORTH CHINA SHIPPING LTD., a/k/a
NORTH CHINA SHIPPING CO. LTD.
a/k/a NORTH CHINA SHIPPING
COMPANY LTD. a/k/a NORTH CHINA
SHIPPING COMPANY LIMITED a/k/a
NORTH CHINA SHIPPING (SINGAPORE)
PTE LTD.

Defendant.

-----X

DECLARATION IN
ACCORDANCE WITH
28 U.S.C. § 1746
08 Civ. 5879 (WHP)

Tulio R. Prieto, declares, under penalty of perjury, as follows:

1. I am admitted to the Bar of this Court, am a member of Cardillo & Corbett, attorneys for North China Shipping (Singapore) PTE Ltd. ("NCS Singapore"), North China Shipping Company, Limited ("NCSC (HK)") and North China Shipping Company Limited ("NCSC (BVI)") (collectively the "Claimants"), and make this declaration in support of the Claimants' motion to vacate the attachment of their property by the plaintiff, United Bulk Carriers International L.D.A. ("United Bulk"), and to vacate the ex parte Order of Maritime Attachment directing the attachment of Claimants' property..
2. Attached hereto as Exhibit A is a copy of the Verified Complaint filed by United Bulk on June 30, 2008.
3. Attached hereto as Exhibit B is a copy of the Ex Parte Order For Process of Maritime Attachment issued in this case on July 1, 2008.
4. Attached hereto as Exhibit C is a copy of an email sent by me to Lauren C.

Davies, Esq, counsel for United Bulk on July 17, 2008.

5. Attached hereto as Exhibit D is a copy of an email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.

6. Attached hereto as Exhibit E is a copy of a second email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.

7. Attached hereto as Exhibit F is a copy of a third email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.

8. Attached hereto as Exhibit G is a copy of a fourth email, without attachments, sent by me to Lauren C. Davies, Esq, counsel for United Bulk on July 21, 2008.

9. Attached hereto as Exhibit H is a copy of the Verified Amended Complaint filed by United Bulk on July 21, 2008.

10. Attached hereto as Exhibit I is a copy of the Ex Parte Order For Process of Maritime Attachment issued in this case on July 21, 2008.

11. No prior application has been made for the relief requested herein.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
August 7, 2008


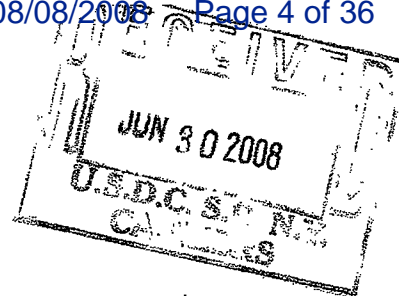

Tulio R. Prieto (TP 8455)

Exhibit A

Judge Pauley

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



UNITED BULK CARRIERS
INTERNATIONAL L.D.A.,

Plaintiff,

- against -

NORTH CHINA SHIPPING LTD.,

Defendant.

08 CIV 5879
08 Civ. _____
ECF CASE

VERIFIED COMPLAINT

Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A. (hereinafter referred to as "Plaintiff" or "UNITED BULK"), by and through its attorneys, Tisdale Law Offices-LLC, as and for its Verified Complaint against the Defendant NORTH CHINA SHIPPING LTD. (hereinafter referred to as "Defendant" or "NCSL"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Madeira.
3. Upon information and belief, Defendant was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in the Bahamas.

4. By a charter party dated February 23, 2007, United Bulk chartered the "M/V WINA" from the Defendant for a time charter period of "minimum 12/about 14 months in Charterers' option."

5. Certain disputes arose between the parties regarding Defendant's breaches of the charter party for failure to pay Plaintiff's off-hire claims, the under-performance of the Vessel and the Defendant's wrongful drydocking of the Vessel.

6. As a result of Defendant's breaches of the charter party, Plaintiff has suffered damages in the principal amount of \$1,499,637.90. *See Charterers' Final Hire Statement annexed hereto as Exhibit "1."*

7. Despite due demand, Defendant has failed to pay the sums due and owing as a result of its breaches of the charter party.

8. Pursuant to the aforementioned charter party, any disputes arising thereunder shall be referred to Arbitration in London with English law to apply.

9. Plaintiff will soon commence arbitration in London and appoint its arbitrator.

10. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$1,499,637.90
	Balance due under Final Hire Statement	\$1,137,737.97
	Balance due for wrongful dry docking of Vessel	\$361,900.00
B.	Estimated interest on claims: 3 years at 8%	\$402,678.38
C.	Estimated attorneys' fees and costs:	\$100,000.00

Total

\$2,002,316.20

11. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

12. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of **\$2,002,316.20**.

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any

other funds up to the amount of \$2,002,316.20 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;

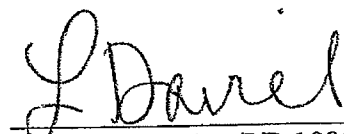
D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: June 30, 2008
New York, NY

The Plaintiff,
UNITED BULK CARRIERS
INTERNATIONAL L.D.A.,

By:


Lauren C. Davies (LD 1980)
Thomas L. Tisdale (TT 5263)
TISDALE LAW OFFICES LLC
11 West 42nd Street, Suite 900
New York, NY 10036
(212) 354-0025 – phone
(212) 869-0067 – fax
ldavies@tisdale-law.com
ttisdale@tisdale-law.com

ATTORNEY'S VERIFICATION

State of Connecticut)
)
County of Fairfield) ss.: City of Southport

1. My name is Lauren C. Davies.

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the Plaintiff.

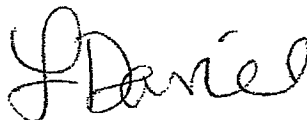
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.

5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.

6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: June 30, 2008
Southport, CT



Lauren C. Davies

EXHIBIT 1

UNITED BULK CARRIERS INT MADEIRA					
Final Hire Statement					
Delivery:	D.L.O.S.P. CORPUS CHRISTI	M/V:	M/V WINA - C/P 23/2/2007		
Redelivery:	D.L.O.S.P. SHANGHAI	Owners:	NORTH CHINA SHIPPING LTD BAHAMAS		
		Charterers:	UNITED BULK CARRIERS INT MADEIRA		
Gross hire					
	From	17-Mar-07	02.40		
	To	25-May-08	06.45		
	Days	435.170139	at	\$28,500	\$12,402,348.96
Ballast Bonus (Owners favour)				\$0.00	\$555,000.00
Off hire (sum of various periods - start first / end last)					
	From	21-Mar-07	19.05		
	To	01-Apr-07	01.50		
	Days	10.28125	at	\$28,500	\$293,015.63
Off hire (sum of various periods - start first / end last)					
		19-Jul-07	08.10	0.00	
		20-Jul-07	19.40		
		1.47917	at	\$28,500	\$42,156.34
Off hire (sum of various periods - start first / end last)					
		28-Aug-07	10.00		
		29-Aug-07	09.30		
		0.97917	at	\$28,500	\$27,906.26
Off hire (sum of various periods - start first / end last)					
		06-Sep-07	07.00	0.00	
		06-Sep-07	14.35		
		0.31597	at	\$28,500	\$9,005.21
Off hire (sum of various periods - start first / end last)					
		13-Sep-07	08.15	28500.00	
		13-Sep-07	13.15		
		0.25000	at	\$28,500	\$7,125.00
Off hire (sum of various periods - start first / end last)					
	From	23-Oct-07	12.25	28500.00	
	To	25-May-08	06.45		
	Days	37.10078	at	\$28,500	\$1,057,372.13
Off hire (sum of various periods - start first / end last)					
	From	05-Nov-07	19.00	28500.00	
	To	30-Dec-07	14.00		
	Days	5.67014	at	\$28,500	\$161,598.96
Address commission					
		3.75% on gross hire +/- ballast/redelivery bonus			\$425,968.85
Brokerage					
	CLARKSON	1.25% on gross hire +/- ballast/redelivery bonus			\$141,989.62
Bunker on delivery					
	Ifo	807.280	MT at	\$300.00	\$242,184.00
	Mdo	20.910	MT at	\$550.00	\$11,500.50
Bunker on redelivery					
	Ifo	767.210	MT at	\$300.00	230163.00
	Mdo	97.000	MT at	\$550.00	53350.00
Bunker cons.n re. Off Hire (at average prices)					
	Ifo	389.293	MT at	\$300.00	\$116,787.88
	Mdo	39.973	MT at	\$550.00	\$21,985.11
Cables & Representation					
		6	1,350.00	MONTHLY	\$16,825.53
(\$ 1350.00 / MONTHLY x t/c days net 379.093564)					
ILOHC					
					\$5,000.00
INTERCLEANING					
					\$24,500.00
Remittance/s					
	First				\$1,187,725.25
	Second				\$104,194.59
	Third				\$406,790.75
	Fourth				\$406,790.75
	Fifth				\$406,790.75
	Total others remit.oes				\$8,660,385.22
	Estimated Owners Exp.				\$10,000.00
OWNERS EXPENSES HOUSTON 16TH-20TH MARCH 2007 VOY 01-020/07 D/N 2007015 DEDUCTED 7TH HIRE					
					\$525.12
OWNERS EXPENSES RAVENNA 22ND-27TH APRIL 2007 VOY 01-020/07 D/N 2007021 DEDUCTED 13TH HIRE					
					\$3,034.22
1) LESS OWS EXPENSES AT ROSARIO+BAHIA BLANCA					
					\$2,697.21
3) LESS OWS EXPENSES AT SPORE(07-6-30)					
					\$1,742.50
4) LESS OWS EXPENSES AT FANGCHENG(07-7-23) RMB231					
					\$31.48
7) LESS FREE PRATIQUE AT TURKISH STRAITS					
					28000.00
8) LESS OWS EXPENSES AT XIAMEN(2007-7-6) RMB10250					
					1400.84
10) BOUNDS TO MASTER AT Thailand					
					2000.00
14) CASH TO MASTER AT MISS RIVER					
					31150.00
15) LESS OWS EXPENSES AT FANGCHENG(2007-12-30)RMB312					
					45.00
18) LESS BERTHAGE AT FANGCHENG RMB12100					
					1749.98
OFF-HIRE BEING STOPPAGE JULY 28TH AND AUGUST 15TH : 23.5 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					0.00
MDO CONSUMPTION DURING STOPPAGE: 1.7 MT AT USD 550					
					0.00
IFO CONSUMPTION DURING STOPPAGE: 2.5 MT AT USD 300					
					0.00
OFF-HIRE BEING UNDERPERFORMANCE YUZHNY - KOUSICHANG: 61 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					69721.19
OFF-HIRE BEING UNDERPERFORMANCE MOBILE-GIBRALTAR-PORT SAID: 53.3 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					60920.23
OFF-HIRE BEING UNDERPERFORMANCE SAMARINDA-KAOHSIUNG: 13.6 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					15544.37
MDO OVERCONSUMPTION SAMARINDA-KAOHSIUNG 2.5 MT MDO AT USD 550					
					1375.00
OFF-HIRE BEING UNDERPERFORMANCE FANGCHENG-BALBOA: 65 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					74292.96
MDO OVERCONSUMPTION FANGCHENG-BALBOA: 17.2 MT AT USD 550					
					9460.00
OFF-HIRE BEING UNDERPERFORMANCE CRISTOBAL - SW PASS: 5.6 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					6400.62
MDO OVERCONSUMPTION CRISTOBAL - SW PASS: 6.9 MT AT USD 550					
					3795.00
LESS OFF HIRE DUE TO UNDERPERFORMANCE: 118.62HRS-4.9425DAYS					
					135578.95
MDO OVERCONSUMED IMT					
					550.00
OFF-HIRE BEING UNDERPERFORMANCE BAHIA BLANCA - XIAMEN: 35.9 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					29602.85
MDO OVERCONSUMPTION BAHIA BLANCA - XIAMEN: 15.5 MT AT USD 550					
					8525.00
OFF-HIRE BEING UNDERPERFORMANCE FANGCHENG-HOUSTON: 110.85 HRS AT USD 27,431.25 NET OF 3.75% COMM					
					126698.09
MDO OVERCONSUMPTION 3.100 MT AT USD 550 BEING UNDERPERFORMANCE FANGCHENG-HOUSTON					
					1705.00
TOTALS					
				\$14,395,096.96	\$13,257,358.99
Balance due to Charterers (UNITED BULK CARRIERS INT MADEIRA)					
				\$0.00	\$1,137,737.97
Monaco, 11-Jun-08					
				\$14,395,096.96	\$14,395,096.96
T/c no. 11-Jun-08					
T/c P. NR: 005/07					

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED BULK CARRIERS
INTERNATIONAL L.D.A.,

Plaintiff,

- against -

NORTH CHINA SHIPPING LTD.,

Defendant.

PAULEY, T
USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 07/07/08

USDC SDNY
ECF CASE
5879

EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT

WHEREAS, on June 30, 2008, Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A., filed a Verified Complaint herein for damages against the Defendant NORTH CHINA SHIPPING LTD. amounting to **\$2,002,316.20** and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal or other designated process server attach any and all of the Defendant's property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist;

NOW, upon motion of the Plaintiff, it is hereby:

ORDERED, that Pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and

Garnishment against all tangible or intangible property, credits, letters of credit, bills of lading, effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub-charter hire or any other funds or property up to the amount of **\$2,002,316.20** belonging to, due or being transferred to, from or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of by any garnishees within this District, including but not limited to, ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank, HSBC (USA) Bank, JP Morgan Chase, Standard Chartered Bank, Wachovia Bank; and it is further

ORDERED that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further order of the Court; and it is further

ORDERED that following initial service by the U.S. Marshal or other designated process server upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further

ORDERED that service on any garnishee as described above is deemed effective continuous service throughout the day from the time of such service through the opening of the garnishee's business the next business day; and it is further

ORDERED that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means.

Dated: July 1, 2008

SO ORDERED:

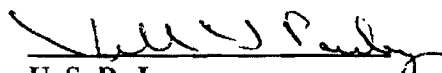

U. S. D. J.



Exhibit C

Tulio R. Prieto

From: Tulio R. Prieto [tprieto@cardillocorbett.com]
Sent: Thursday, July 17, 2008 11:39 PM
To: Lauren C. Davies (ldavies@tisdale-law.com)
Subject: United Bulk Carriers L.D.A. v. North China Shipping Ltd. 08 Civ 5879

Dear Lauren,

I represent North China Shipping Company, Ltd. I am writing to you to request that your clients voluntarily release \$222,381.00 in funds belonging to my client, which is a separate and distinct entity from the defendant. In support of my request, I am attaching hereto a Certificate of Incorporation for my client. As you can see from the Certificate, my client is a Hong Kong corporation formed in June, 1992. According to the verified complaint, the defendant, North China Shipping Limited is a Bahamas corporation. In addition, my client's name is different from the entity named as a defendant in your complaint.

I also attach a copy of a Customer Advice issued by Bank of Communications showing that the funds that were attached were remitted by North China Shipping Company Ltd. The funds represented a payment of freight to J-Yang Shipping Co., Limited

I attach also the fixture note under which terms the remittance at issue was made by North China Shipping Company Ltd., as Charterers.

Finally, I attach the freight invoice issued by J-Yang Shipping Co., Limited to my clients.

I am informed by my clients that they are active in the chartering market as charterers and disponent owners. Inquiries by you or the plaintiff should confirm this.

In view of the attached documents, I respectfully request that you voluntarily release all of the funds restrained by the plaintiff.

I thank you in advance for your prompt attention and reply to this request.

Best regards,

Tulio R. Prieto
Cardillo & Corbett
29 Broadway, Suite 1710
New York, NY 10006
212-344-0464 Phone
212-797-1212 Fax
www.cardillocorbett.com



Bank Slip.pdf



Fixture Note.pdf



invoice 0812
(2).pdf



NORTH CHINA
SHIPPING COMPANY

The information contained in this e-mail message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive such. If the recipient is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us

immediately by e-mail at [<mailto:tprieto@cardillocorbett.com>](mailto:tprieto@cardillocorbett.com) or telephone (212) 344-0464. Thank you.

Exhibit D

Tulio R. Prieto

From: Tulio R. Prieto [tprieto@cardillocorbett.com]
Sent: Monday, July 21, 2008 5:38 PM
To: Lauren C. Davies (ldavies@tisdale-law.com)
Subject: FW: North China Shipping Co., Ltd. BVI - FFA
Attachments: FFA - DD 10.10.2007.pdf; FFA - recap.pdf; North China Shipping Company Limited - Certificate of Incorporation.pdf; FFA - Louis Dreyfus - Transfer.pdf

Dear Lauren,

I refer to my message of July 17 in which I sent you documents showing that the funds you have attached belong to a different company from the defendant, North China Shipping Company Ltd of Hong Kong and that the remittance involved concerns a transaction to which the defendant is not a party. I am waiting for your reply to that message.

It now appears that additional funds belonging to another one of my clients, North China Shipping Company, Ltd, BVI ("NCS BVI"), have been attached. NCS BVI entered into two FFAs with Louis Dreyfus Corporation, Wilton Connecticut dated 14 September 2007 and 10 October 2007 respectively. After settlement, there is US\$555,000 due to NCS BVI and Louis Dreyfus paid the same but it was seized by you.

The documents attached include the Certificate of Incorporation showing that NCS BVI was formed in October 2001, the FFA agreement, and bank advice.

Again, I request that you review the attached, and release the funds voluntarily, failing which we will be forced to move to vacate the attachment.

I kindly ask also that you send me a list of the attachments you effected thus far.

By separate email, I will send you documents relating to still another company, North China Shipping (Singapore) Pte Ltd whose funds were attached despite the fact that it is a different company from the defendant.

Best regards,

Tulio R. Prieto
Cardillo & Corbett
29 Broadway, Suite 1710
New York, NY 10006
212-344-0464 Phone
212-797-1212 Fax
www.cardillocorbett.com

The information contained in this e-mail message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive such. If the recipient is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by e-mail at <mailto:tprieto@cardillocorbett.com> or telephone (212) 344-0464. Thank you.

Exhibit E

Tulio R. Prieto

From: Tulio R. Prieto [tprieto@cardillocorbett.com]
Sent: Monday, July 21, 2008 6:03 PM
To: Lauren C. Davies (ldavies@tisdale-law.com)
Subject: FW: North China Shipping (Singapore) Pte Ltd.
Attachments: Fw_ PEARL OF SHARJAH _ NCS.eml (396 KB); Fw_ PEARL OF SHARJAH RECAP.eml (3.53 KB); Hire Statement and Payment bank slip.pdf; North China Shipping (Singapore) Pte Ltd - Business Profile.pdf; HSBC Notice.pdf

Dear Lauren,

Further to my prior emails, I also represent North China Shipping (Singapore) PTE Ltd. ("NCS Singapore"). You will note from the attached Business Profile that this is a company formed in Singapore in December, 2007. The payment that was attached by you is a hire payment made by NCS Singapore in connection with a charter party covering the MV Pearl of Sharjah in which NCS Singapore was the charterer. The payment is unrelated to the defendant.

Again, I kindly request that you voluntarily release the funds, failing which we will move to vacate the attachment.

There are two additional attachments of funds belonging to NCS Singapore which were also attached by you. I will send you the details by separate emails.

Best regards,

Tulio R. Prieto
Cardillo & Corbett
29 Broadway, Suite 1710
New York, NY 10006
212-344-0464 Phone
212-797-1212 Fax
www.cardillocorbett.com

The information contained in this e-mail message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive such. If the recipient is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with transmission, please notify us immediately by e-mail at [<mailto:tprieto@cardillocorbett.com>](mailto:tprieto@cardillocorbett.com) or telephone (212) 344-0464. Thank you.

Exhibit F

Tulio R. Prieto

From: Tulio R. Prieto [tprieto@cardillocorbett.com]
Sent: Monday, July 21, 2008 6:32 PM
To: Lauren C. Davies (ldavies@tisdale-law.com)
Subject: North China Shipping (Singapore) Pte Ltd

Dear Lauren,

Further to my prior emails, voyage chartered the M/V Kyla Fortune from Swissmarine Service SA. On 17 July, NCS Singapore paid US\$13,227,052.61 as 95% freight but are advised that US\$827,625 thereof was attached by United Bulk. Attached are the relevant documents.

Again, I kindly request that you release the funds, failing which we will move to vacate the attachment.

Best regards,

Tulio R. Prieto
Cardillo & Corbett
29 Broadway, Suite 1710
New York, NY 10006
212-344-0464 Phone
212-797-1212 Fax
www.cardillocorbett.com



MV KYLA
FREIGHT A

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Exhibit G

Tulio R. Prieto

From: Tulio R. Prieto [tprieto@cardillocorbett.com]
Sent: Monday, July 21, 2008 6:41 PM
To: Lauren C. Davies (ldavies@tisdale-law.com)
Subject: North China Shipping (Singapore) Pte Ltd

Dear Lauren,

North China Shipping (Singapore) Pte Ltd ("NCS Singapore") time chartered the vessel from Korea Line (Singapore) Pte Ltd for a trip to carry iron ore from India to China. On 15 July, NCS Singapore remitted the 2nd hire US\$77,302.83 but Owners advise they have not received the hire so far. My clients suspect that the funds were attached by United Bulk. Attached are the relevant documents showing that the defendant was not the beneficiary or ordering party with respect to the funds at issue.

I kindly request that you confirm whether, in fact, you have attached the funds, and if so, I kindly request that you voluntarily release the funds failing which we will move to vacate the attachment.

Best regards,

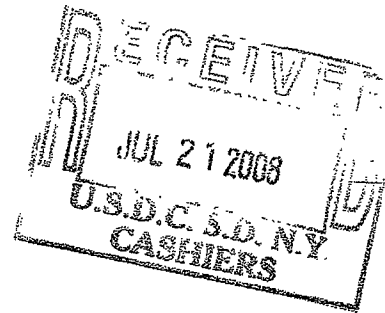
Tulio R. Prieto
Cardillo & Corbett
29 Broadway, Suite 1710
New York, NY 10006
212-344-0464 Phone
212-797-1212 Fax
www.cardillocorbett.com



MV JBU LEVAN -
2ND HIRE ATTACH.

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Exhibit H



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED BULK CARRIERS :
INTERNATIONAL L.D.A., :

Plaintiff, :

- against - :

08 Civ. 5879 (WHP)
ECF CASE

NORTH CHINA SHIPPING LTD., a/k/a :
NORTH CHINA SHIPPING CO. LTD. :
a/k/a NORTH CHINA SHIPPING :
COMPANY LTD. a/k/a NORTH CHINA :
SHIPPING COMPANY LIMITED a/k/a :
NORTH CHINA SHIPPING :
(SINGAPORE) PTE LTD. :

Defendant. :
-----X

VERIFIED AMENDED COMPLAINT

Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A. (hereinafter referred to as "Plaintiff" or "UNITED BULK"), by and through its attorneys, Tisdale Law Offices LLC, as and for its Verified Amended Complaint against the Defendant NORTH CHINA SHIPPING LTD. a/k/a NORTH CHINA SHIPPING COMPANY LTD. a/k/a NORTH CHINA SHIPPING COMPANY LIMITED a/k/a NORTH CHINA SHIPPING (SINGAPORE) PTE LTD.

(hereinafter referred to as "Defendant" or "NCS"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.

2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Madeira.

3. Upon information and belief, Defendant NCS was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in the Bahamas and in care of NORTH CHINA SHIPPING LTD. a/k/a NORTH CHINA SHIPPING COMPANY LTD. a/k/a NORTH CHINA SHIPPING COMPANY LIMITED a/k/a NORTH CHINA SHIPPING (SINGAPORE) PTE LTD., Room 3511 35/F, West Tower, Shun Tak Centre, 168-200 Connaught Road, Central, Sheung Wan, Hong Kong.

4. By a charter party dated February 23, 2007, United Bulk chartered the "M/V WINA" from the Defendant for a time charter period of "minimum 12/about 14 months in Charterers' option."

5. Certain disputes arose between the parties regarding Defendant's breaches of the charter party for failure to pay Plaintiff's off-hire claims, the under-performance of the Vessel and the Defendant's wrongful drydocking of the Vessel.

6. As a result of Defendant's breaches of the charter party, Plaintiff has suffered damages in the principal amount of \$1,499,637.90.

7. Despite due demand, Defendant has failed to pay the sums due and owing as a result of its breaches of the charter party.

8. Pursuant to the aforementioned charter party, any disputes arising thereunder shall be referred to Arbitration in London with English law to apply.

9. Plaintiff will soon commence arbitration in London and appoint its arbitrator.

10. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$1,499,637.90
	Balance due under Final Hire Statement	\$1,137,737.97
	Balance due for wrongful dry docking of Vessel	\$361,900.00
B.	Estimated interest on claims: 3 years at 8%	\$402,678.38
C.	Estimated attorneys' fees and costs:	\$100,000.00
Total		\$2,002,316.20

11. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

12. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of \$2,002,316.20.

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of **\$2,002,316.20** belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;

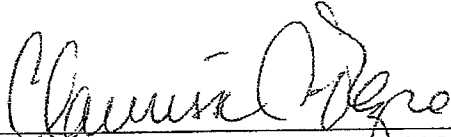
D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

E. That the Plaintiff have such other, further and different relief as the Court
may deem just and proper.

Dated: July 21, 2008
New York, NY

The Plaintiff,
UNITED BULK CARRIERS
INTERNATIONAL L.D.A.,

By:


Claurisse Campanale-Orozco (QC3581)
Thomas L. Tisdale (TT 5263)
Lauren C. Davies (LD 1980)
TISDALE LAW OFFICES LLC
11 West 42nd Street, Suite 900
New York, NY 10036
(212) 354-0025 – phone
(212) 869-0067 – fax
ttisdale@tisdale-law.com
ldavies@tisdale-law.com
corozco@tisdale-law.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: City of Southport
County of Fairfield)

1. My name is Claurisse Campanale-Orozco.
2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the Plaintiff.

4. I have read the foregoing Verified Amended Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.

5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.

6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: July 21, 2008
Southport, CT


Claurisse Campanale-Orozco

Exhibit I

Parry J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

UNITED BULK CARRIERS :

INTERNATIONAL L.D.A., :

Plaintiff, :

- against - :

08 Civ. 5879 (WHP)
ECF CASE

NORTH CHINA SHIPPING LTD., a/k/a :

NORTH CHINA SHIPPING CO. LTD. :

a/k/a NORTH CHINA SHIPPING :

COMPANY LTD. a/k/a NORTH CHINA :

SHIPPING COMPANY LIMITED a/k/a :

NORTH CHINA SHIPPING :

(SINGAPORE) PTE LTD. :

Defendant. :

-----X

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 07-22-08

EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT

WHEREAS, on July 21, 2008, Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A., filed a Verified Amended Complaint herein for damages against the Defendant NORTH CHINA SHIPPING LTD. a/k/a NORTH CHINA SHIPPING COMPANY LTD. a/k/a NORTH CHINA SHIPPING COMPANY LIMITED a/k/a NORTH CHINA SHIPPING (SINGAPORE) PTE LTD. amounting to **\$2,002,316.20** and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal or other designated process server attach any and all of the Defendant's property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Amended Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist;

NOW, upon motion of the Plaintiff, it is hereby:

ORDERED, that Pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and Garnishment against all tangible or intangible property, credits, letters of credit, bills of lading, effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub-charter hire or any other funds or property up to the amount of **\$2,002,316.20** belonging to, due or being transferred to, from or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of by any garnishees within this District, including but not limited to, ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank, HSBC (USA) Bank, JP Morgan Chase, Standard Chartered Bank, Wachovia Bank; and it is further

ORDERED that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further order of the Court; and it is further

ORDERED that following initial service by the U.S. Marshal or other designated process server upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further


ORDERED that service on any garnishee as described above is deemed effective continuous service throughout the day from the time of such service through the opening of the garnishee's business the next business day; and it is further

ORDERED that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means.

Dated: July 21, 2008

✓

SO ORDERED:


U. S. D. J.

